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days, or to complete such work within six (6) months, the Association may repair, replace or restore the Townhome Unit and charge the Owner for the cost of such work. The Association shall have a lien on the Townhome Unit to secure such cost.

14.5 Association's Casualty Insurance. The Association shall maintain casualty insurance covering all buildings, including fixtures, installations or additions comprising parts of the buildings within the unfinished interior surfaces of the perimeter walls, floors and ceilings of the individual Townhome Units initially installed or replacements thereof, in accordance with the original plans and specifications, together with all service machinery contained therein, in an amount not less than 100% of the replacement value thereof (subject to reasonable deductible clauses), excluding foundation and excavation costs, all as determined annually by the Board. Such coverage shall afford protection against: (1) loss or damage by fire and other hazards covered by a standard extended coverage endorsement; and (2) such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use, including, but not limited to, vandalism and malicious mischief. Coverage shall not include floor coverings, wall coverings or ceiling coverings. With respect to the coverage provided in this paragraph, the Owners shall be considered additional insureds under each policy. All policies of physical damage insurance shall contain waivers of subrogation and waivers of any defense based on co-insurance or other insurance or of invalidity arising from any acts of the insured and of prorata reduction of liability, and shall provide that such policies may not be canceled or substantially modified without at least ten (10) days' prior written notice to all of the insureds, including all mortgagees of Townhome Units. Duplicate originals of all policies of physical damage insurance and of all renewals thereof, together with proof of payment of premiums, shall be delivered to all Institutional Lenders at least ten (10) days prior to the expiration of the current policies. Prior to obtaining any policy of fire insurance or any renewal thereof, the Board shall obtain an appraisal from a fire insurance company or otherwise of the full replacement value of the buildings (exclusive of foundation), including all of the Townhome Units and all of the Common Properties therein, without deduction for depreciation, for the purpose of determining the amount of fire insurance to be obtained pursuant to this Article.

14.6 Association's Liability Insurance. The Association shall maintain comprehensive general public liability and automobile liability insurance covering loss or damage resulting from accidents or occurrences on or about or in connection with The Golf Club or adjoining driveways and walkways, or any work, matters or things related to The Golf Club or to this Declaration and its exhibits, with such coverage as shall be required by the Board, but with combined single limit liability of not less than \$1,000,000 for each accident or occurrence, \$300,000 per person and \$50,000

property damage, and with cross liability endorsement to cover liabilities of the Owners as a group to a Owner and vice versa.

14.7 Association's Workers' Compensation Insurance. The Association shall maintain workers' compensation insurance to meet the requirements of law.

14.8 Other Types of Insurance. The Association also shall maintain:

- A. flood insurance;
- B. fidelity insurance covering all officers and employees of the Association and the Management Company;
- C. directors' liability insurance, if obtainable, with limits of \$300,000;
- D. such other insurance as the Board shall determine from time to time to be necessary and proper.

14.9 Insurer's Waiver. When appropriate and obtainable each of the foregoing policies shall waive the insurer's right to: (1) subrogation against the Association and against the Owners individually and as a group; (2) the prorata clause that reserves the insurer the right to pay only a fraction of any loss if other insurance carriers have issued coverage upon the same risk; and (3) avoid liability for a loss that is caused by an act of the Board or by an Administrator or by one or more Owners.

14.10 Purchase of Association's Insurance. All authorized insurance for the Common Properties shall be purchased by the Association. The cost of the insurance shall be a Common Expense, as shall be any other fees and expenses incurred which may be necessary or incidental to carrying out the provisions hereof, except that the amount of increase in any premium occasioned by misuse, occupancy or abandonment of a Townhome Unit or its appurtenances by a Owner shall be assessed against such Owner. Each policy shall be issued by an insurance company authorized to do business in Florida and with an office or agent located in the County.

14.11 Named Insured. The named insured shall be the Association individually and as agent for Owners and their mortgagees covered by the policy, without naming them.

14.12 Custody of Policies and Payment of Proceeds. All policies shall provide that the insurer's payments for losses shall be made to the Insurance Trustee, and that all policies and endorsements shall be deposited with the Insurance Trustee.

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14.13 Mortgagees. Each insurance policy, the agency and company issuing the policy and the Insurance Trustee shall be subject to the approval of the Institutional Lender then holding the greatest dollar volume of Townhome Unit mortgages. One copy of each insurance policy or a certificate evidencing same, and all endorsements thereon, shall be furnished by the Association to each mortgagee included in the mortgagee register. Copies or certificates shall be furnished not less than ten (10) days prior to the beginning of the term of the policy or not less than ten (10) days prior to the expiration of each preceding policy that is being renewed or replaced, whichever date shall occur first.

14.14 Insurance Trustee, Proceeds. All insurance policies of the Association shall be for the benefit of the Association and the Owners and their mortgagees, as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to the Insurance Trustee, as designated by the Board, which shall be any bank, savings and loan or trust company in Florida with trust powers and with its principal place of business in the County. The Insurance Trustee shall not be liable for payment of premiums or for the renewal or the sufficiency of policies, or for the failure to collect any insurance proceeds. The Insurance Trustee's duty shall be to receive such proceeds as are paid and to hold the same in trust for the Owners and their respective mortgagees in the following shares (which shares need not be set forth in the Insurance Trustee's records):

14.15 Damage to Common Properties. An undivided share of the proceeds shall be held for each Owner in proportion to his Townhome Unit's Common Interest.

14.16 Damage to Townhome Units.

A. When a building is to be restored, an undivided share of the proceeds shall be held for each Owner in such building in that the cost of repairing the damage sustained by each Townhome Unit, as determined by the Association, bears to the total proceeds received.

B. When a building is not to be restored, an undivided share of the proceeds shall be held for each Owner in proportion to his Townhome Unit's Common Interest.

14.17 Assessments Where Proceeds are Insufficient. If it shall appear that the insurance proceeds covering casualty loss or damage are insufficient to pay for the repair, replacement or reconstruction of the loss or damage sustained by the Common Properties, then the Association shall deposit with the Insurance Trustee a sum which, together with the insurance proceeds, will be sufficient to completely pay for the repair, replacement or reconstruction of such loss or damage. The monies so deposited by the Association may be drawn from the replacements reserve fund. If

the sum in such fund is insufficient, then the Association shall levy and collect an assessment proportionally against all the Owners, in the amount needed to pay for such repair, replacement or reconstruction.

14.18 Distribution of Proceeds. Proceeds of insurance policies received by the Insurance Trustee shall be distributed in the following manner:

A. Expenses of the Trust. All expenses of the Insurance Trustee shall be first paid or provision made therefor.

B. Reconstruction or Repair. If the damage shall be repaired or reconstructed, the remaining proceeds shall be paid to defray the costs thereof. Any proceeds remaining after defraying such costs shall be distributed according to Common Interests to the Owners and their mortgagees, being payable jointly to them.

C. Failure to Reconstruct or Repair. If it is determined that the damage shall not be reconstructed or repaired, the remaining proceeds shall be divided among all the Owners in proportion to their respective Common Interests; provided, however, that no payment shall be made to a Owner until all liens on his Townhome Unit have been satisfied from his share of the fund by distributing first to the Institutional Lender in an amount sufficient to satisfy and pay its mortgages in full, and the balance, if any, to the Owner with the provision that remittances to the Owner and his mortgagee shall be payable jointly to them.

D. Certificate. In making distribution to Owners and their mortgagees, the Insurance Trustee may rely upon a certificate of the Association executed by its President and Secretary as to the names of the Owners, their mortgagees and their respective shares of the distribution.

14.19 Mortgagees. Certain provisions in this Article are for the benefit of the mortgagees of Townhome Units and may be enforced by such mortgagees. No mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distributions thereof made pursuant to this Article. No mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired.

14.20 Association as Agent. The Association is hereby irrevocably appointed agent for each Owner, mortgagee and owner of any other interest in the Common Properties to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

14.21 Determination to Reconstruct or Repair. The Association shall be responsible for reconstruction and repair after

casualty loss or damage to the Common Properties. The Board shall arrange for necessary repairs and reconstruction either within sixty (60) days from the date the Insurance Trustee notifies the Board that it holds proceeds of insurance on account of such damage or destruction sufficient to pay the estimated cost of such work or within ninety (90) days after the Insurance Trustee notifies the Board that such proceeds of insurance are insufficient to pay said estimated costs of such work. Such reconstruction and repairs shall apply to all damaged Townhome Units and shall include bathroom and kitchen fixtures as initially installed by Declarant, but shall not include furniture, furnishings, and other personal property supplied or installed by any Owner or tenant. The Insurance Trustee shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration in appropriate progress payments.

14.22 Plans and Specifications. Any reconstruction or repair must either be: (1) substantially in accordance with the original plans and specifications for the original improvements; or (2) according to plans and specifications approved by the Board and the Architectural Committee of the Homeowners' Association. If the damaged property is a building containing Townhome Units, then the plans and specifications must be approved by the Owners owning at least two-thirds (2/3) of the Townhome Units, including the Owners of all Townhome Units (and their respective mortgagees) which are to be altered by virtue of such plans and specifications.

14.23 Contracts for Repair. The Association shall obtain reliable and detailed estimates of the cost to rebuild or repair damage. The estimates shall be obtained immediately after a determination is made to rebuild or repair. Before they may become binding, all contracts for repair, replacement or reconstruction of loss or damage shall be approved by the Board.

14.24 The Construction Fund. The construction fund shall consist of: (1) insurance proceeds collected by the Insurance Trustee as a result of casualty loss or damage; and (2) the Association's assessments and/or reserve funds to be deposited with the Insurance Trustee in the event insurance proceeds are insufficient to cover the cost of necessary repair, replacement and reconstruction. Construction funds shall be disbursed in the following manner and order:

A. Minor Damage. If the amount of the estimated costs of reconstruction, replacement and repair is less than \$10,000, then the construction fund shall be disbursed in payment of such costs upon the order of the Board, unless a mortgagee of a damaged Townhome Unit notifies the Insurance Trustee of such mortgagee's objection(s), in which case such funds shall be disbursed in the manner provided for disbursements for major damage.

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B. Major Damage. If the amount of the estimated costs of reconstruction and repair is more than \$10,000, then the construction fund shall be disbursed in payment of such costs upon the order of the Board together with the approval of an architect qualified to practice in Florida and employed by the Association to supervise the work.

C. Distribution of Excess Proceeds. If the proceeds in the construction fund are in excess of all paid costs of repair, replacement and reconstruction, then such excess proceeds shall be applied first to the Association's reserve funds, to the extent that the Association deposited reserve funds with the Insurance Trustee, and the remainder shall be to Owners, to the extent of special assessments by the Association, and any further amount shall be distributed pursuant to this Declaration.

D. Certificate. The Insurance Trustee may rely upon a duly executed certificate of the Association as to all of the following matters: (a) whether Association assessment and reserve funds shall be deposited with the Insurance Trustee; (b) whether an architect's approval shall be necessary for disbursement from the construction fund; (c) whether any disbursement shall be made from the construction fund; (d) names of payees and amounts to be paid; and (e) whether all costs have been paid, leaving excess proceeds for distribution.

14.25 Responsibility to Insure Improvements. Each Owner shall insure the Improvements owned by such Owner. Insurance coverage for the Townhome Units shall include all-perils, including, without limitation, hazard, fire, windstorm and flood. The cost of such insurance shall be borne by the Owner. Insurance for each Townhome Unit shall be in an amount equal to the full "replacement" value thereof. The term "replacement value" shall mean one hundred (100%) percent of the then current replacement costs, exclusive of land, foundation, items of personal property and other items normally excluded from such coverage. Upon the written request of any Owner within a Building mailed by certified mail, return receipt requested, the requested Owner shall provide written proof of insurance to the requesting Owner by certified mail, return receipt requested.

ARTICLE 15  
MORTGAGEE PROTECTION CLAUSE

The following provisions are added hereto (and to the extent these added provisions conflict with any other provisions of the Declaration, these added shall control):

A. Each institutional first mortgagee holding encumbering any Unit or Parcel, at his written request, is entitled to written notification from the Association of any default by the

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Owner of such Unit or Parcel in the performance of such Owner's obligations under this Declaration, the Articles of Incorporation of the Association or the By-Laws of the Association, which default is not cured within thirty (30) days after the Association learns of such default and to written notification of the recording of a Claim of Lien pursuant to Article 7.

B. Unless at least 66-2/3 % of such mortgagees (based upon one vote for each such mortgage owned), and at least 66-2/3% of the votes of Members of the Association, have given their prior written approval, neither the Association nor the Owners shall:

1. by act or omission seek to sell or transfer the Common Properties and the Improvements thereon which are owned by the Association (the granting of easements for utilities or for other such purposes consistent with the intended use of such property by the Association or the Declarant or the transfer of the Common Properties or any portion thereof to another not for profit association of the Owners in accordance with the Articles of Incorporation of the Association or dedication of such property to the public or condominium ownership shall not be deemed a transfer within the meaning of this clause);

2. fail to maintain fire and extended insurance on insurable portions of the Common Properties as provided herein; or

3. use hazard insurance proceeds for losses to any Common Properties for other than the repair, replacement or reconstruction of such Improvements (except as contemplated herein);

C. Such mortgagees shall have the right to examine the books and records of the Association during normal business hours.

D. All such mortgagees who have registered their names with the Association, and as long as it owns a mortgage on any Unit or Parcel, shall be given (1) thirty (30) days written notice prior to the effective date of any proposed, material amendment to this Declaration or the Articles of Incorporation or By-Laws of the Association and prior to the effective date of any termination of any agreement for professional management of the Common Properties hereafter entered into, if any, following a decision of the Owners to assume self-management of the Common Properties; and (2) immediate notice following any damage to the Common Properties whenever the cost of reconstruction exceeds One Hundred Thousand Dollars (\$100,000.00), and as soon as the Board learns of any threatened condemnation proceeding or proposed acquisition or any portion of the Common Properties;

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E. Such mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against any portion of the Common Properties and may pay any overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for such property, and such mortgagees making such payments shall be owed immediate reimbursement therefore from the Association and the appropriate Owners.

ARTICLE 16  
ENCROACHMENTS AND EASEMENTS

16.1 Encroachments. When the wall, window, roof or any other part of a Townhome Unit (hereinafter called "overhang"), as initially constructed by the Declarant, encroaches beyond the property line of an adjoining Townhome Unit, the ownership and responsibility for the maintenance of said wall, window, roof or overhang encroaching upon said adjoining Townhome Unit's property line shall be that of the Owner of the Townhome Unit to which said wall, window, roof or other overhang is a part. In order to maintain, repair, replace or reconstruct (hereinafter, collectively, "maintenance"), the said wall, window, roof or other overhang, the Owner of the Townhome Unit of which said wall, window, roof or other overhang and, if applicable, the Association, is a part shall have the following easements:

A. An easement through, over and upon the Townhome Unit adjoining it for the purpose of maintaining the structural integrity and aesthetic appearance of the wall, window, roof or other overhang which easement shall only be used at a time convenient to the Owner of the adjacent Townhome Unit; and

B. An easement into the airspace of the adjoining Townhome Owner's property for the purpose of permitting the encroachment of the aforementioned wall, window, roof or other overhang, as initially constructed by the Declarant.

16.2 Party Walls. Each wall built as part of the initial construction by the Declarant of the Townhome Units upon the Land and place on the property line dividing individual Townhome Units shall constitute a party wall and each adjoining Owner shall own that portion of the party wall which has been erected upon his property, with a cross-easement for support and maintenance in the remaining portion of the party wall. For the purpose of maintaining structural integrity to common party walls, the costs for such maintenance and repairs thereto shall be shared equally by the Owners of the adjoining Townhome Units making use of the common party wall. In the event of damage or destruction of the common party wall from any cause whatsoever, other than the negligence or willful misconduct of either Owner thereto, the Owners shall, at



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their joint expense, repair or reconstruct the common party wall and each Owner shall have the right to full use of said common party wall so repaired or rebuilt. If either Owner's negligence or willful misconduct causes damage or destruction of said wall, the Owner guilty of such negligence or willful misconduct shall pay the entire cost of such repair or reconstruction. If one of the Owners refuses to pay his share, or all of such costs in the case of negligence or willful misconduct, the other Owner shall have the right to have such common party wall repaired or reconstructed and shall be entitled to a lien on the premises of the Owner so failing to pay for the amount of such defaulting Owner's reasonable share of the repair or reconstruction costs.

16.3 Common Roof. Certain Townhome Units may be erected initially by the Declarant with a Common Roof. In the event of damage or destruction of the Common Roof from any cause whatsoever, other than the negligence or willful misconduct of either Owner thereto, the Association shall repair or reconstruct the Common Roof and each Owner shall have the right to full use of said Common Roof so repaired or rebuilt. If either Owner's negligence or willful misconduct causes damage or destruction of said Common Roof, the Owner guilty of such negligence or willful misconduct shall be assessed by the Association for the entire cost of such repair or reconstruction.

16.4 Easements in General. If any grant of any easement in this Declaration would otherwise fail by virtue of the nonexistence of the grantee thereof as of the date of this Declaration, then the Association automatically shall be deemed to be the attorney-in-fact for such grantee to hold the interest created by such grant of easement until such grantee shall come into existence, at which time the interest created by such grant of easement automatically shall become vested in such grantee. The Common Properties shall be subject to a perpetual non-exclusive easement in favor of each Lot, which shall be appurtenant to and shall pass with title to each Lot, for use by the Owner, his immediate family, guests and invitees, for all proper and normal purposes including ingress and egress. The Common Properties also shall be subject to such a perpetual non-exclusive easement in favor of Owner and Declarant and their respective agents, employees, invitees, successors and assigns.

16.5 Easements for Public and Private Utility Facilities, Drainage and Access. It being understood that at the time of the recording of this Declaration the exact location of utility facilities, drainage facilities and ingress and egress roadways, and appurtenant equipment within The Golf Club have not yet been determined, Declarant hereby reserves for itself, its successors and assigns, such perpetual easements as are necessary and required over, under, upon and/or through the Property for ingress, egress and access to and the installation construction, operation, alteration, expansion, repair, replacement and maintenance of utilities, cable television, drainage facilities and roadways for

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ingress and egress. This reservation hereby grants to the utility entities and the Declarant (so long as Declarant is constructing, repairing or relocating utilities and facilities appurtenant thereto in aid of construction of the property) the right of ingress, egress and access to and the right to construct, install, operate, alter, expand, replace and maintain such utilities, cable television, drainage facilities and roadways for ingress and egress within any part of the Property, provided, however, use of such easements and improvements shall not unreasonably interfere with the use of the Property for the purposes intended for the Townhome Units. In order to accomplish the foregoing, each portion of the Property shall have an easement in common with all other portions thereof to use, maintain, repair, alter or replace all pipes, wires, ducts, vents, cables, conduits, utility lines, sanitary sewers, storm drains, water lines, manholes, liftstations, pumping stations and similar or related facilities located within the Property and serving such portion or portions. Each portion of the Project shall be subject to an easement in favor of all other portions thereof to use, maintain, repair, alter and replace the pipes, wires, ducts, vents, cables, conduits, utility lines, sanitary sewers, storm drains, water lines, manholes, liftstations, pumping stations and other similar or related facilities located in such portion of the Property and serving other portions thereof.

Independent of the foregoing rights, Declarant, its successors or assigns, and Association are hereby granted the additional right to grant such additional easements or relocate existing easements throughout the Property as Declarant or Association may deem necessary and desirable provided that such additional easements or relocation of easements do not unreasonably interfere in the use of the Property for the purposes so intended, and further provided that in the event of a conflict in decisions between Declarant and Association, the Declarant's decision shall control until such time as all Townhome Units have been constructed and transferred by Declarant to third-party Owners.

16.6 Easements of Support. Whenever any structure included in the Common Properties adjoins any structure included in any other portion of the Property, each said structure shall have and be subject to an easement of support and necessity in favor of the other structure.

16.7 Easements for Maintenance. Easements are hereby reserved in favor of the Association under, upon, across, through and over all portions of The Golf Club for the purpose, as deemed necessary by the Association for preserving and maintaining the Land, the Townhome Units and carrying out its responsibilities under this Declaration; provided, however, that all such activity shall be undertaken in a manner so as to minimize interference with any Owner's use of his property. Where any Land, including any improvement thereon, ("the Servient Estate") shall abut an adjacent lot line ("the Dominant Estate"), then the Owner of the Dominant

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Estate shall have an easement over the Servient Estate, which easement shall only be to extent necessary and in any event not to exceed four (4) feet wide contiguous to the interior property line running from the front to the rear property line of the Servient Estate for the following purposes:

A. For painting (where permitted), repairing and otherwise maintaining each wall of the Townhome Unit in such Dominant Estate abutting the aforesaid property line.

B. For support in and to all structural members, footings and foundations of any Improvements on the Dominant Estate, provided, however, that nothing herein shall be construed as requiring the Owner of the Servient Estate to erect (or permit erection of) columns, load bearing walls or other structures on the Servient Estate for support of the Improvements on the Dominant Estate.

C. For entry upon and ingress and egress through the Servient Estate with persons, materials and equipment to the extent reasonably necessary in the performance of maintenance, repair, replacement of any of the Improvements on the Dominant Estate.

D. For overhanging troughs, gutters and downspouts and the discharge therefrom of rainwater and subsequent flow thereof over the easement area.

16.8 Easement for Improvements. If, for any reason:

A. Any Improvements are built or exist upon any portion of the Land or Townhome Units; or

B. Any other similar situation shall hereafter or heretofore exist as a result of:

1. Construction by Declarant of any Improvement;

2. Settling or shifting of any Improvement; or

3. Any repair or restoration of any Improvement after damage by fire or other casualty or taking by condemnation or eminent domain proceedings;

then, in any such event, an easement shall exist for such Improvements and for the maintenance of same so long as the said Improvements shall exist.

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16.9 Easement for Pedestrians and Vehicles. In addition to the general easements for use of the Common Properties reserved herein, there shall be, and the Declarant hereby reserves and covenants for itself and all Owners with The Golf Club that each and every Owner, and Declarant and their respective licensees, invitees, grantees, successors and assigns as permitted by Association, shall have, a non-exclusive easement appurtenant for pedestrian and vehicular traffic over, through and across all pedestrian and vehicular accessways within the Common Properties, subject to the parking provisions of this Declaration. Declarant hereby expressly retains the right to grant licenses, easements and rights to the public in general and the owners, operators and users of the Golf Course as contemplated by the Development Agreement, over and upon the Common Properties and other property with The Golf Club. Association and any Member which is required to join in the grant of any such easement shall be obligated to execute any such instrument as may be requested of it from time to time to effect such grant of easement.

16.10 Easements for Public and Private Utility Uses. In addition to the foregoing easements affecting the Common Properties, there shall be, and Declarant hereby grants perpetual easements for public, Federal, State, County, City and private utility and other services, including, but not limited to, the right of the police to enter upon, pass over and across any part of the Common Properties for the purpose of enforcing the law or maintaining security, and the right of all lawful emergency vehicles, equipment and persons in connection therewith to enter upon, pass over and across all portions of the property to service the Declarant, Owners, residents and all Improvements and the right of all public and private utility companies to install, construct, operate, alter, expand, repair, replace and maintain their equipment and facilities in areas designated for such purposes.

Independent of the foregoing rights, Declarant, its successors or assigns, and Association are hereby granted the additional right to grant such additional easements or relocate existing easements throughout the Property as Declarant or Association may deem necessary and desirable provided that such additional easements or relocation of easements do not unreasonably interfere in the use of the Property for the purposes so intended, and further provided that in the event of a conflict in decisions between Declarant and Association, the Declarant's decision shall control until such time as all Townhome Units have been constructed and transferred by Declarant to third-party Owners.

16.11 Easements for Access, Repair and Maintenance. Declarant reserves unto itself, and its successors and assigns, perpetual non-exclusive easements of ingress and egress over and across the accessways existing from time to time in The Golf Club, and perpetual non-exclusive easement to enter upon, over, under or through all portions of the Property for the purpose of maintaining,

repairing and replacing the Units, Improvements of Lots owned by Declarant and the Common Properties which easements shall be for the use of Declarant, Association (and its and their respective successors and assigns), Owners, and their respective lessees, employees, agents, invitees and licensees. Declarant hereby expressly retains the right to grant easements and rights to the public through, over, under and upon the Common Properties and other property within The Golf Club and to grant easements and rights to such municipal and governmental authorities as required from time to time, including, without limitation, water management agencies.

16.12 Emergency Access. The Association shall have the right, privilege and license to enter upon any Townhome Unit and upon and across the Common Properties for the purpose of effecting any emergency repairs to that same Townhome Unit or to any other Townhome Unit and/or exterior portion of any improvements thereon and/or to any Common Properties and to do such other maintenance and repairs as shall be reasonable necessary for the proper maintenance and repairs as shall be reasonably necessary for the proper maintenance of the same Townhome Unit or of any other Townhome Unit or of the Common Properties abutting such Townhome Unit.

16.13 Mortgagee Easements. There is hereby created an easement in favor of each Institutional Mortgagee or an agent of any Institutional Mortgagee for ingress and egress over, across and upon the Common Properties to a Townhome Unit which shall then be encumbered by the lien of the mortgage, as well as to the Common Properties. The Association shall be deemed the agent for all future Institutional Mortgagees for the purpose of the creation of this easement.

16.14 Easements for Golf Course. Declarant has granted or shall grant certain easements in favor of the owner and/or users of the Golf Course as more particularly set forth in the Development Agreement. Developer reserves the right to amend, enlarge or otherwise modify the Development Agreement and the easements contemplated thereunder for the purpose of coordinating the development of The Golf Club as an integral part of a golfing community. Declarant reserves the additional right to permit the owner or users of the Golf Course to use portions of the Common Properties pending completion of the Units and Recreational Facilities.

16.15 Easement for Construction and Sales. Declarant (and its agents, realtors, salespersons, employees, contractors, subcontractors and suppliers) shall have an easement of ingress and egress over, under and across the Common Properties for construction purposes and to erect, maintain, repair and replace, from time to time, signs on the Common Properties for the purposes of advertising and sale and/or lease of Units or Lots and for the operation of any permitted enterprise within The Golf Club. In the event of such construction, portions of the Common Properties may be shut off from

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general access and use, and noise, dust and other disturbances will be likely. All Owners hereby agree that such disturbances have been accepted by them and they waive any and all claims or objections as a result of or in relation to such disturbances. No liability shall be assumed by Declarant by reason of the foregoing.

16.16 Easement for Conservation Areas. The Conservation Areas have been and by this Declaration are hereby dedicated as Common Properties. The Conservation Areas shall be the perpetual responsibility of the Association and may in no way be altered from their natural state. Activities prohibited within the Conservation Areas include, but are not limited to, construction or placing of buildings on or above the ground; dumping or placing soil or other substances such as trash; removal or destruction of trees, shrubs, or other vegetation, with the exception of exotic/nuisance vegetation removal; excavation, dredging or removal of soil material; diking or fencing; any other activities detrimental to drainage; flood control, water conservation, erosion control, or fish and wildlife habitat conservation or preservation. Any Owner of a Lot adjacent to the Conservation Areas shall have no greater right or obligation in connection with the Conservation Areas than any other Owner or third party.

16.17 Extent of Easements. The rights and easements created hereby shall be subject to the all rights and easements retained in the Master Declaration. The rights and easements of enjoyment of the Common Properties created hereby shall be subject to the following:

A. The right of the Association reasonably to limit the number of guests and invitees of Owners using the Common Properties;

B. The right of the Association to suspend the rights and easements of enjoyment of any member during which any assessment remains unpaid, and for a period not to exceed sixty (60) days, for any infraction of its Rules and Regulations, it being understood that any suspension for either non-payment of any assessment or breach of any Rules and Regulations of the Association shall not constitute a waiver or discharge of the member's obligation to pay the assessment; provided, however, that the Association shall not suspend the right to use any roadways belonging to the Association; and provided, further, that the Association shall not suspend any rights and easements reserved herein by Owner or Declarant;

C. The right of the Association to place any reasonable restrictions upon the use of any roadways owned by the Association including, but not limited to, the maximum and minimum speeds of vehicles using said roadways, and other traffic and parking regulations.

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D. The right of the title holder to give, dedicate or sell all or any portion of the Common Properties to any public agency, authority, or utility or private concern for such purposes and subject to such conditions as may be determined by such title holder.

ARTICLE 17  
GENERAL PROVISIONS

17.1 Constructive Notice and Acceptance. Every person who owns, occupies or acquires any right, title, estate or interest in or to any Unit, Parcel or other portion of The Golf Club shall be conclusively deemed to have consented and agreed to every limitation, restriction, easement, reservation, condition and covenant contained herein, whether or not any reference hereto is contained herein, whether or not any referenced hereto is contained in the instrument by which such person acquired an interest in such Unit, Parcel or other property within The Golf Club.

17.2 Duration. The covenants, conditions and restrictions of this Declaration shall run with and bind the Land and Townhome Units in The Golf Club and shall be enforceable by the Association or any Owner, their respective legal representatives, heirs, successors, and assigns, for a term of thirty (30) years from the date this Declaration shall be recorded ("the Initial Term"), after which time said covenants shall be extended automatically for successive periods of ten (10) years, unless this Declaration shall be terminated at the end of the Initial Term or prior to a successive ten (10) year period with the consent of not less than seventy-five (75%) percent of the Owners, in which event an instrument to this effect shall be recorded in the Public Records of Monroe County, Florida, subject, however, to Declarant's rights as set forth in this Declaration.

17.3 Amendments. This Declaration may be amended by Declarant unilaterally from time to time and at any time and without the joinder of any Owner: (a) to accomplish any of the purposes or objectives set forth in this Declaration; and/or (b) to correct any scrivener's errors. This Declaration also may be amended with the written consent not less than sixty-seven percent (67%) of the Owners and the approval by Institutional Lenders holding at least sixty-seven percent (67%) of the mortgages on Townhome Units in The Golf Club; provided, however, that no amendment shall be enforceable against Declarant so long as Declarant owns any Lot or Unit within The Golf Club, unless Declarant has consented in writing to such amendment, and (b) no amendment shall materially and adversely affect any provision granting easements or permitting encroachments or any provision concerning Institutional Lenders without a majority consent of all Institutional Lenders then having mortgages on Lots or Units. Each amendment shall be recorded in the Public Records of Monroe County, Florida.

17.4 Covenants Running with the Land. Anything herein to the contrary notwithstanding, the covenants, conditions, restrictions and easements of this Declaration shall be covenants running with the land. If any provision or application of this Declaration would prevent this Declaration from running with the land as aforesaid, such provision and/or application shall be judicially modified, if possible, to reflect the intent of such provision or application and then shall be enforced in a manner allowing the covenants, conditions, restrictions and easements to so run with the land. In the event that any such provision and/or application cannot be so modified, such provision and/or application shall be unenforceable and considered null and void in order that the paramount goal of the covenants, conditions, restrictions and easements hereof running with the land shall be achieved.

17.5 Enforcement; No Waiver. Any Owner, including the Declarant, and the Association shall have the right to enforce the provisions of this Declaration by any proceeding at law or in equity against any person(s) or entity(ies) as follows:

A. For violating or attempting to violate any covenant or restriction, either to restrain such violation, to recover damages or to enforce performance and against the applicable Lot and/or Townhome Unit to enforce any lien created herein;

B. The result of every act or omission whereby any of the covenants contained in this Declaration or the By-Laws are violated in whole or in part is hereby declared to be and does constitute a nuisance, and every remedy allowed by law or equity with respect to nuisances either public or private shall be applicable and may be exercised by Declarant, Association or Owners;

C. Remedies herein provided for breach of the covenants contained in this Declaration or the By-Laws shall be deemed cumulative, and none of such remedies shall be deemed exclusive;

D. The failure by Declarant, Association or any Owner to enforce the provisions of this Declaration shall in no event be deemed a waiver of the right to do so thereafter;

E. Where litigation shall occur to enforce said provisions or to recover damages or to enforce any lien created herein, the prevailing party in such litigation shall be entitled to recover court costs and reasonable attorneys' fees, including court costs and reasonable attorneys' fees in any appellate proceeding; and

F. A breach of the covenants, conditions or restrictions contained in this Declaration or in the By-Laws shall not affect or impair the lien or charge of any mortgage made in good faith and for value on any Lot or Unit; provided, however, that any



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subsequent Owner of such Lot or Unit shall be bound by said covenants, whether such Owner's title was acquired by foreclosure sale or otherwise.

17.6 Severability. Invalidation of any portion of this Declaration by judgment, court order or statute shall in no way affect any other provisions which shall remain in full force and effect.

17.7 Gender and Plurals. The use in this Declaration of the male gender shall include the female and neuter, and the use of the singular shall include the plural and vice versa, as the context requires.

17.8 Notices. Any notice required to be sent hereunder shall be deemed to have been properly sent when delivered or mailed, postage prepaid, to the last known address of the Owner or other addressee on the records of the Association at the time of such mailing.

IN WITNESS WHEREOF, the undersigned have executed this Declaration on this 6th day of November, 1995.

ATTEST:

KEY WEST GOLF CLUB DEVELOPMENT,  
INC., a Florida corporation

Jacqueline G. Creath  
Secretary

By: Elaine London  
Elaine London, President

STATE OF FLORIDA )  
COUNTY OF MONROE ) SS.

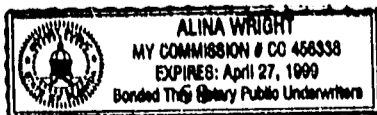
BEFORE ME, a Notary Public, personally appeared Elaine London and Jacqueline Creath, President and Secretary, respectively, of Key West Golf Club Development, Inc., a Florida corporation, who did acknowledge before me that they executed the foregoing instrument for the uses and purposes therein set forth, for and on behalf of said corporation. They are personally known to me and did not take an oath.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at the county and state aforesaid, this 9th day of November, 1995.

Alina Wright  
NOTARY PUBLIC, State of Florida  
at Large

My commission expires:

11/6/95



RECORDER'S MEMO:  
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BEING PART OF LAND ON STOCK ISLANDS, MONROE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:  
COMMENCING AT COORDINATES OF WHICH ARE X251,328.207 AND Y87,107.701 BASED ON THE UNITED STATES COAST AND GEODETIC SURVEY'S MERCATOR GRID COORDINATE SYSTEM WHICH HAS FOR ITS ZERO COORDINATES A POINT AT LATITUDE 24° 20' 00" NORTH AND 500,000.00 FEET WEST OF LONGITUDE 81° 00' 00" WEST, SAID POINT BEING THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY BOUNDARY LINE OF JUNIOR COLLEGE ROAD WITH THE NORTHERLY RIGHT-OF-WAY BOUNDARY LINE OF U.S. HIGHWAY #1 (STATE ROAD NO. 5) AT THE WESTERLY END OF JUNIOR COLLEGE ROAD AND RUN THENCE NORTH 70° 58' 03" EAST ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY #1 A DISTANCE OF 21.39 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED:  
THENCE NORTH 04° 24' 16" WEST ALONG THE EASTERLY BOUNDARY LINE OF THE LAND DESCRIBED IN DEED BOOK G-56 AT PAGE 59 OF THE PUBLIC RECORDS OF SAID MONROE COUNTY EXTENDED SOUTHERLY, FOR A DISTANCE OF 818.02 FEET TO THE SOUTHEAST CORNER OF THE LANDS NOW LEASED TO THE KEY WEST GARDEN CLUB, INC., AS DESCRIBED IN SAID LEASE AUTHORIZED BY RESOLUTION NO. 76-70 OF THE CITY COMMISSION OF THE CITY OF KEY WEST;  
THENCE NORTH 00° 33' 35" EAST ALONG THE EASTERLY BOUNDARY LINE OF SAID LEASE FOR A DISTANCE OF 435 FEET;  
THENCE NORTH 29° 33' 35" EAST ALONG THE EASTERLY BOUNDARY LINE OF SAID LEASE FOR A DISTANCE OF 400 FEET;  
THENCE NORTH 17° 18' 35" EAST ALONG THE EASTERLY BOUNDARY LINE OF SAID LEASE FOR A DISTANCE OF 300 FEET;  
THENCE NORTH 44° 26' 25" WEST ALONG THE NORTHERLY BOUNDARY LINE OF SAID LEASE FOR A DISTANCE OF 50 FEET;  
THENCE SOUTH 46° 53' 35" WEST ALONG THE WESTERLY BOUNDARY LINE OF SAID LEASE FOR A DISTANCE OF 585 FEET;  
THENCE SOUTH 08° 34' 53" WEST ALONG THE WESTERLY BOUNDARY LINE OF SAID LEASE FOR A DISTANCE OF 155.68 FEET TO THE NORTHEAST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORD BOOK NO. 365 AT PAGE 324 OF THE SAID PUBLIC RECORDS;  
THENCE RUN NORTH 70° 12' 57" WEST ALONG THE NORTH BOUNDARY LINE OF SAID LEASE DESCRIBED IN OFFICIAL RECORD BOOK NO. 365 AT PAGE 324 AND EXTENSION OF SAID NORTH BOUNDARY LINE FOR A DISTANCE OF 252.44 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORD BOOK 408 AT PAGE 34 OF THE SAID PUBLIC RECORDS;  
THENCE NORTH 22° 53' 13" EAST ALONG THE SAID EASTERLY RIGHT-OF-WAY LINE FOR A DISTANCE OF 598.26 FEET;  
THENCE NORTH 47° 22' 24" EAST FOR A DISTANCE OF 400.00 FEET TO THE SOUTHWESTERLY CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORD BOOK NO. 65 AT PAGE 421 OF THE SAID PUBLIC RECORDS;  
THENCE NORTH 40° 25' 03" EAST ALONG THE NORTHWESTERLY BOUNDARY LINE OF THE LANDS DESCRIBED IN SAID OFFICIAL RECORD BOOK NO. 65 FOR A DISTANCE OF 600 FEET TO THE NORTHWESTERLY CORNER OF LANDS DESCRIBED IN SAID OFFICIAL RECORD BOOK NO. 66;

Exhibit "A" - Golf Course  
Page 1 of 4

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THENCE NORTH 42° 55' 10" EAST FOR A DISTANCE OF 645.91 FEET TO THE  
SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE LANDS DESCRIBED IN AFORESAID OFFICIAL  
RECORD BOOK NO. 403;  
THENCE RUN NORTH 62° 03' 18" EAST ALONG SAID RIGHT-OF-WAY LINE FOR A DISTANCE  
OF 412 FEET TO THE WESTERLY CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORD  
BOOK NO. 416 AT PAGE 457 OF THE SAID PUBLIC RECORDS;  
THENCE RUN SOUTH 27° 56' 42" EAST ALONG THE SOUTHWESTERLY BOUNDARY LINE  
OF THE LANDS DESCRIBED IN SAID OFFICIAL RECORD BOOK NO. 416 FOR A DISTANCE OF 7  
FEET TO THE SOUTHERLY CORNER OF SAID LANDS;  
THENCE NORTH 62° 03' 20" EAST ALONG THE SOUTHEASTERLY BOUNDARY LINE OF THE  
LANDS DESCRIBED IN THE SAID OFFICIAL RECORD BOOK NO. 416 FOR A DISTANCE  
895.20 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF THE LANDS DESCRIBED IN  
OFFICIAL RECORD BOOK NO. 403;  
THENCE SOUTH 12° 03' 39" EAST ALONG SAID RIGHT-OF-WAY LINE FOR A DISTANCE  
61.39 FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE NORTHEAST AND HAVING  
A RADIUS OF 550 FEET;  
THENCE SOUTHEASTERLY ALONG SAID CURVED RIGHT-OF-WAY LINE FOR AN ARC DISTANCE  
OF 201.59 FEET;  
THENCE SOUTH 33° 03' 39" EAST FOR A DISTANCE OF 265.73 FEET TO THE BEGINNING  
OF A CURVE, CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 550 FEET;  
THENCE SOUTHEASTERLY ALONG SAID CURVED RIGHT-OF-WAY LINE FOR AN ARC DISTANCE  
OF 265.83 FEET;  
THENCE SOUTH 60° 51' 29" EAST FOR A DISTANCE OF 370.58 FEET TO THE BEGINNING  
OF A CURVE, CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 3769.72 FEET;  
THENCE SOUTHEASTERLY ALONG SAID CURVED RIGHT-OF-WAY LINE FOR AN ARC DISTANCE  
OF 180.60 FEET;  
THENCE SOUTH 22° 15' 23" WEST FOR A DISTANCE OF 86.38 FEET TO A POINT;  
THENCE NORTH 43° 37' WEST FOR A DISTANCE OF 208.02 FEET TO A POINT;  
THENCE NORTH 81° 00' WEST FOR A DISTANCE OF 115.00 FEET TO A POINT;  
THENCE SOUTH 26° 10' WEST FOR A DISTANCE OF 485.00 FEET TO A POINT;  
THENCE NORTH 86° 11' 18" WEST FOR A DISTANCE OF 238.37 FEET TO A POINT;  
THENCE SOUTH 63° 00' WEST FOR A DISTANCE OF 702.50 FEET TO A POINT;  
THENCE SOUTH 02° 20' EAST FOR A DISTANCE OF 77.00 FEET TO A POINT;  
THENCE SOUTH 33° 02' 52" WEST FOR A DISTANCE OF 273.48 FEET TO A POINT;  
THENCE SOUTH 70° 00' WEST FOR A DISTANCE OF 140.00 FEET TO A POINT;  
THENCE NORTH 34° 15' WEST FOR A DISTANCE OF 567.00 FEET TO A POINT;  
THENCE NORTH 75° 15' WEST FOR A DISTANCE OF 655.58 FEET TO A POINT;  
THENCE SOUTH 34° 41' 34" WEST FOR A DISTANCE OF 405.85 FEET TO A POINT;  
THENCE SOUTH 38° 50' WEST FOR A DISTANCE OF 253.36 FEET TO A POINT;  
THENCE SOUTH 35° 20' WEST FOR A DISTANCE OF 573.00 FEET TO A POINT;  
THENCE SOUTH 03° 40' 22" WEST FOR A DISTANCE OF 549.85 FEET TO A POINT;  
THENCE NORTH 71° 00' EAST FOR A DISTANCE OF 338.50 FEET TO A POINT;  
THENCE NORTH 21° 18' EAST FOR A DISTANCE OF 370.00 FEET TO A POINT;  
THENCE NORTH 38° 18' EAST FOR A DISTANCE OF 188.52 FEET TO A POINT;  
THENCE NORTH 25° 00' EAST FOR A DISTANCE OF 165.50 FEET TO A POINT;  
THENCE NORTH 21° 30' WEST FOR A DISTANCE OF 151.47 FEET TO A POINT;  
THENCE NORTH 00° 20' EAST FOR A DISTANCE OF 264.00 FEET TO A POINT;

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THENCE NORTH 20° 20' EAST FOR A DISTANCE OF 173.00 FEET TO A POINT OF CUR  
CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 70.00 FEET;  
THENCE NORTHEASTERLY AND SOUTHEASTERLY ALONG SAID CURVE FOR AN ARC DISTAN  
OF 180.85 FEET TO THE POINT OF REVERSE CURVE;  
THENCE SOUTHEASTERLY ALONG A CURVE, CONCAVE TO THE NORTHEAST AND HAVING A  
RADIUS OF 350.00 FEET, FOR AN ARC DISTANCE OF 189.99 FEET TO THE END OF  
SAID CURVE;  
THENCE SOUTH 15° 30' EAST FOR A DISTANCE OF 545.60 FEET TO A POINT;  
THENCE SOUTH 25° 00' WEST FOR A DISTANCE OF 600.00 FEET TO A POINT;  
THENCE NORTH 59° 00' EAST FOR A DISTANCE OF 614.00 FEET TO A POINT;  
THENCE NORTH 74° 00' EAST FOR A DISTANCE OF 346.60 FEET TO A POINT;  
THENCE SOUTH 88° 20' EAST FOR A DISTANCE OF 239.25 FEET TO A POINT;  
THENCE NORTH 77° 40' EAST FOR A DISTANCE OF 183.78 FEET TO A POINT;  
THENCE SOUTH 25° 40' EAST FOR A DISTANCE OF 201.70 FEET TO A POINT;  
THENCE NORTH 65° 30' EAST FOR A DISTANCE OF 284.00 FEET TO A POINT;  
THENCE NORTH 24° 30' WEST FOR A DISTANCE OF 223.28 FEET TO A POINT;  
THENCE SOUTH 89° 30' 00" WEST FOR A DISTANCE OF 90.85 FEET TO A POINT;  
THENCE NORTH 24° 30' 00" WEST FOR A DISTANCE OF 75.00 FEET TO A POINT;  
THENCE NORTH 65° 30' EAST FOR A DISTANCE OF 88.00 FEET TO A POINT OF CUR  
CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 500.00 FEET;  
THENCE NORTHEASTERLY ALONG SAID CURVE AN ARC DISTANCE OF 216.08 FEET TO  
END OF SAID CURVE;  
THENCE NORTH 87° 50' 12" EAST FOR A DISTANCE OF 661.73 FEET TO A POINT;  
THENCE SOUTH 56° 40' EAST FOR A DISTANCE OF 461.00 FEET TO A POINT;  
THENCE NORTH 38° 00' WEST FOR A DISTANCE OF 480.00 FEET TO A POINT;  
THENCE NORTH 48° 00' WEST FOR A DISTANCE OF 510.00 FEET TO A POINT;  
THENCE NORTH 40° 11' 41" EAST FOR A DISTANCE OF 194.11 FEET TO THE SOUTH  
WESTERLY RIGHT-OF-WAY LINE OF THE LANDS DESCRIBED IN THE AFORESAID OFFICE  
RECORD BOOK No. 408;  
THENCE SOUTH 87° 18' 04" EAST ALONG SAID RIGHT-OF-WAY LINE FOR A DISTANCE  
OF 706.82 FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE SOUTHWEST, AND  
HAVING A RADIUS OF 250 FEET;  
THENCE SOUTHEASTERLY ALONG SAID CURVED RIGHT-OF-WAY LINE FOR AN ARC  
DISTANCE OF 177.78 FEET;  
THENCE SOUTH 16° 33' 39" EAST ALONG SAID RIGHT-OF-WAY LINE FOR A DISTANCE  
OF 343.18 FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE SOUTHWEST AND  
HAVING A RADIUS OF 1477.68 FEET;  
THENCE SOUTHEASTERLY ALONG SAID CURVED RIGHT-OF-WAY LINE FOR AN ARC  
DISTANCE OF 193.20 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF U.S.  
HIGHWAY No. 1;  
THENCE SOUTH 80° 54' 36" WEST ALONG SAID RIGHT-OF-WAY LINE FOR A DISTANCE  
OF 1168.43 FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE SOUTHEAST AND  
HAVING A RADIUS OF 2984.85 FEET;  
THENCE SOUTHWESTERLY ALONG SAID CURVED RIGHT-OF-WAY LINE FOR AN ARC DIST  
OF 514.57 FEET;

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THENCE SOUTH 70° 58' 03" WEST ALONG SAID RIGHT-OF-WAY LINE FOR A DISTANCE  
2871.20 FEET BACK TO THE POINT OF BEGINNING)

-LESS AND EXCEPT-

THE LANDS DESCRIBED IN OFFICIAL RECORD BOOK 88 AT PAGE 421 OF THE SAID PL  
RECORDS.

The lands described in Official Record Book C-92 at Page 32 of the said  
Public Records.

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EXHIBIT A-1

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**LEGAL DESCRIPTION: Wetland Area 1, and Stock Island Tree Snail Area**

Being part of land on Stock Island, Monroe County, Florida and being more particularly described by metes and bounds as follows:  
Commencing at coordinates of which are X251, 328.207 and Y87,107.701 based on the United States Coast and Geodetic Survey's Mercator Grid Coordinate System which has for its zero coordinates a point at latitude 24°20'00" North and 500,000 feet West of longitude 81°00'00" West, said point being the intersection of the Easterly Right-of-Way boundary line of Junior College Road with the Northerly Right-of-Way boundary line of U.S. Highway #1 (State Road 5) at the Westerly end of Junior College Road and run thence North 70°58'03" East along the Northerly Right-of-Way line of U.S. Highway #1 a distance of 21.39 feet; thence N.32°21'44"E, a distance of 704.35 feet; thence N.71°00'00"E, a distance of 338.50 feet; thence N.21°15'00"E, a distance of 361.35 feet to the Point of Beginning; thence N.26°29'32"W, a distance of 55.24 feet; thence N.10°23'01"E, a distance of 28.13 feet; thence N.36°24'26"E, a distance of 26.05 feet; thence N.42°40'19"E, a distance of 26.40 feet; thence N.38°15'59"E, a distance of 29.47 feet; thence N.63°19'01"E, a distance of 17.77 feet; thence N.15°26'15"E, a distance of 42.51 feet; thence N.76°53'47"E, a distance of 52.71 feet; thence N.35°46'59"E, a distance of 10.56 feet; thence N.35°46'59"E, a distance of 71.27 feet; thence N.09°39'48"E, a distance of 46.18 feet; thence N.71°25'59"E, a distance of 19.17 feet; thence S.21°30'00"E, a distance of 14.64 feet; thence S.25°00'00"W, a distance of 165.30 feet; thence S.38°15'00"W, a distance of 188.52 feet; thence S.21°15'00"W, a distance of 8.65 feet to the Point of Beginning

Parcel contains 14782 square feet or 0.34 acres, more or less.

**LEGAL DESCRIPTION: Wetland Area 2**

Being part of land on Stock Island, Monroe County, Florida and being more particularly described by metes and bounds as follows:  
Commencing at coordinates of which are X251, 328.207 and Y87,107.701 based on the United States Coast and Geodetic Survey's Mercator Grid Coordinate System which has for its zero coordinates a point at latitude 24°20'00" North and 500,000 feet West of longitude 81°00'00" West, said point being the intersection of the Easterly Right-of-Way boundary line of Junior College Road with the Northerly Right-of-Way boundary line of U.S. Highway #1 (State Road 5) at the Westerly end of Junior College Road and run thence North 70°58'03" East along the Northerly Right-of-Way line of U.S. Highway #1 a distance of 21.39 feet; thence N.70°58'03"E, a distance of 2681.10 feet; thence N.10°31'22"W, a distance of 486.98 feet to the Point of Beginning; thence S.79°10'07"E, a distance of 5.83 feet; thence N.79°02'55"E, a distance of 12.77 feet; thence N.68°51'10"E, a distance of 10.77 feet; thence N.58°50'38"E, a distance of 5.58 feet; thence N.49°49'18"E, a distance of 13.27 feet; thence N.48°23'19"E, a distance of 32.45 feet; thence N.51°10'01"E, a distance of 21.94 feet; thence N.49°48'42"E, a distance of 12.48 feet; thence N.19°13'18"E, a distance of 5.60 feet; thence N.17°10'21"W, a distance of 16.59 feet; thence N.36°11'17"W, a distance of 19.99 feet; thence N.59°15'08"W, a distance of 15.54 feet; thence N.77°16'44"W, a distance of 20.16 feet; thence N.88°07'31"W, a distance of 17.46 feet; thence S.85°16'18"W, a distance of 17.32 feet; thence S.83°16'03"W, a distance of 11.24 feet; thence S.80°14'31"W, a distance of 20.31 feet; thence S.76°12'17"W, a distance of 16.51 feet; thence S.68°33'11"W, a distance of 7.45 feet; thence S.60°24'14"W, a distance of 14.82 feet; thence S.47°53'22"W, a distance of 15.52 feet; thence S.23°00'11"W, a distance of 10.13 feet; thence S.04°47'08"E, a distance of 11.67 feet; thence S.23°34'06"E, a distance of 24.17 feet; thence S.30°57'54"E, a distance of 11.12 feet; thence S.47°49'28"E, a distance of 0.94 feet; thence S.63°38'02"E, a distance of 3.06 feet; thence S.63°54'55"E, a distance of 30.37 feet; thence S.63°57'39"E, a distance of 22.05 feet; thence S.64°04'31"E, a distance of 4.58 feet to the Point of Beginning

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**EQUAL DESCRIPTION: Wetland Area 3:**

Being part of land on Stack Island, Monroe County, Florida and being more particularly described by metes and bounds as follows: Commencing at coordinates of which are X251, 320,207 and Y87,107,701 based on the United States Coast and Geodetic Survey's Mercator Grid Coordinate System which has for its zero coordinates a point at latitude 24°20'00" North and 500,000 feet West of longitude 01°00'00" West, said point being the intersection of the Easterly Right-of-Way boundary line of Junior College Road with the Northerly Right-of-Way boundary line of U.S. Highway #1 (State Road 5) at the Westerly end of Junior College Road and run thence North 70°58'03" East along the Northerly Right-of-Way line of U.S. Highway #1 a distance of 21.39 feet;

thence N.70°58'03"E, a distance of 2681.10 feet; thence N.34°40'21"E, a distance of 953.51 feet to the Point of Beginning thence N.79°38'16"E, a distance of 14.42 feet; thence N.41°51'39"E, a distance of 8.91 feet; thence N.17°29'45"E, a distance of 9.59 feet; thence N.09°43'08"W, a distance of 22.31 feet; thence N.20°38'02"W, a distance of 12.61 feet; thence N.09°27'27"W, a distance of 18.25 feet; thence N.00°06'03"W, a distance of 37.16 feet; thence N.06°49'52"E, a distance of 24.31 feet; thence N.16°37'26"E, a distance of 13.12 feet; thence N.23°38'20"E, a distance of 51.90 feet; thence N.26°07'00"E, a distance of 13.90 feet; thence N.29°05'40"E, a distance of 25.00 feet; thence N.32°53'29"E, a distance of 25.04 feet; thence N.36°46'15"E, a distance of 25.20 feet; thence N.39°52'38"E, a distance of 15.38 feet; thence N.47°09'07"E, a distance of 10.35 feet; thence N.69°50'41"E, a distance of 27.84 feet; thence S.75°53'55"E, a distance of 13.60 feet; thence S.78°14'03"E, a distance of 12.06 feet; thence N.61°06'44"E, a distance of 21.97 feet; thence N.57°16'31"E, a distance of 26.78 feet; thence N.81°26'02"E, a distance of 14.89 feet; thence S.85°15'18"E, a distance of 18.28 feet; thence N.71°21'14"E, a distance of 17.06 feet; thence N.48°00'00"W, a distance of 139.96 feet; thence S.79°49'30"W, a distance of 13.94 feet; thence S.12°37'41"W, a distance of 10.19 feet; thence S.50°40'01"W, a distance of 3.59 feet; thence S.83°21'18"W, a distance of 7.83 feet; thence S.89°15'10"W, a distance of 20.99 feet; thence N.86°37'51"W, a distance of 22.73 feet; thence S.89°56'14"W, a distance of 9.63 feet; thence S.77°05'05"W, a distance of 5.18 feet; thence S.68°40'32"W, a distance of 23.74 feet; thence S.64°20'28"W, a distance of 33.17 feet; thence S.56°16'16"W, a distance of 17.95 feet; thence S.44°25'25"W, a distance of 14.92 feet; thence S.30°53'11"W, a distance of 14.23 feet; thence S.19°19'29"W, a distance of 24.10 feet; thence S.17°39'14"W, a distance of 37.67 feet; thence S.25°13'25"W, a distance of 32.88 feet; thence S.14°38'46"W, a distance of 10.08 feet; thence S.02°49'03"E, a distance of 4.27 feet; thence S.04°00'29"E, a distance of 8.93 feet; thence S.01°29'10"E, a distance of 16.14 feet; thence S.02°00'11"E, a distance of 11.63 feet; thence S.23°49'52"E, a distance of 9.44 feet; thence S.23°48'34"E, a distance of 9.43 feet; thence S.02°05'31"E, a distance of 10.87 feet; thence S.00°46'13"W, a distance of 23.27 feet; thence S.02°32'11"W, a distance of 12.14 feet; thence S.01°44'19"W, a distance of 6.28 feet; thence S.05°42'33"E, a distance of 6.60 feet; thence S.12°43'36"E, a distance of 31.25 feet; thence S.15°49'43"E, a distance of 32.97 feet; thence S.19°25'45"E, a distance of 36.00 feet; thence S.25°12'59"E, a distance of 10.58 feet; thence S.32°22'38"E, a distance of 13.89 feet; thence S.55°20'49"E, a distance of 18.03 feet to the Point of Beginning

Parcel contains 47887 square feet or 1.10 acres, more or less.

RECORDER'S MEMO:  
LEGIBILITY OF WRITING, TYPING, OR PRINTING WAS  
UNSATISFACTORY ON THIS DOCUMENT WHEN RECEIVED

## LEGAL DESCRIPTION: Wetland Area No. 41

Being part of land on Stock Island, Monroe County, Florida and being more particularly described by metes and bounds as follows:  
 Commencing at coordinates of which are X251, 328.207 and Y87,107.701 based on the United States Coast and Geodetic Survey's Mercator Grid Coordinate System which has for its zero coordinates a point at latitude 24°20'00" North and 500,000 feet West of longitude 81°00'00" West, said point being the intersection of the Easterly Right-of-Way boundary line of Junior College Road with the Northerly Right-of-Way boundary line of U.S. Highway #1 (State Road 5) at the Westerly end of Junior College Road and run thence North 70°58'03" East along the Northerly Right-of-Way line of U.S. Highway #1 a distance of 21.39 feet; thence N.70°58'03"E, a distance of 2681.10 feet; thence N.35°38'34"W, a distance of 630.32 feet to the Point of Beginning; thence S.73°40'11"E, a distance of 17.60 feet; thence N.88°48'29"E, a distance of 31.78 feet; thence N.65°56'06"E, a distance of 21.76 feet; thence N.52°59'44"E, a distance of 48.27 feet; thence N.62°01'58"E, a distance of 58.59 feet; thence N.46°40'40"E, a distance of 24.51 feet; thence N.66°06'24"E, a distance of 40.11 feet; thence N.79°28'40"E, a distance of 23.83 feet; thence N.54°17'39"E, a distance of 24.81 feet; thence N.41°08'48"E, a distance of 28.02 feet; thence N.37°24'01"E, a distance of 47.06 feet; thence N.81°57'13"E, a distance of 17.56 feet; thence S.57°44'27"E, a distance of 11.62 feet; thence N.80°35'03"E, a distance of 17.54 feet; thence N.57°17'15"E, a distance of 75.51 feet; thence N.53°42'43"E, a distance of 62.78 feet; thence N.51°24'41"E, a distance of 73.22 feet; thence N.36°33'54"E, a distance of 14.18 feet; thence N.10°26'26"E, a distance of 18.54 feet; thence N.13°08'16"W, a distance of 14.78 feet; thence N.24°54'41"W, a distance of 14.81 feet; thence N.30°58'17"W, a distance of 13.99 feet; thence N.08°44'55"W, a distance of 12.62 feet; thence N.02°23'12"E, a distance of 11.53 feet; thence N.07°35'49"E, a distance of 21.79 feet; thence N.10°18'28"E, a distance of 10.73 feet; thence N.06°41'52"E, a distance of 22.31 feet; thence N.10°07'47"W, a distance of 22.02 feet; thence N.17°21'44"W, a distance of 25.96 feet; thence N.26°34'36"W, a distance of 17.32 feet; thence N.45°00'53"W, a distance of 15.33 feet; thence N.88°18'58"W, a distance of 26.35 feet; thence S.72°28'58"W, a distance of 30.87 feet; thence S.77°54'41"W, a distance of 22.18 feet; thence N.58°15'13"W, a distance of 19.13 feet; thence N.38°14'53"W, a distance of 32.54 feet; thence N.23°59'01"W, a distance of 42.13 feet; thence S.63°00'00"W, a distance of 202.50 feet; thence S.02°20'00"E, a distance of 77.00 feet; thence S.33°02'52"W, a distance of 273.48 feet; thence S.70°00'00"W, a distance of 55.54 feet; thence S.13°35'33"W, a distance of 54.04 feet; thence S.05°15'52"E, a distance of 22.29 feet; thence S.50°10'16"E, a distance of 25.19 feet; thence S.26°38'27"E, a distance of 23.10 feet; thence S.09°53'28"W, a distance of 20.56 feet; thence S.07°27'39"E, a distance of 27.12 feet to the Point of Beginning

Parcel contains 163104 square feet or 3.74 acres, more or less.

RECORDED AS TO:  
 LEGIBILITY OF WRITING, TYPING, OR PRINTING WAS  
 UNSATISFACTORY ON THIS DOCUMENT WHEN RECEIVED



**LEGAL DESCRIPTION: Wetland Area 5:**

Being part of land on Stock Island, Monroe County, Florida and being more particularly described by metes and bounds as follows: Commencing at coordinates of which are X251, 328,207 and Y87,107,701 based on the United States Coast and Geodetic Survey's Mercator Grid Coordinate System which has for its zero coordinates a point at latitude 24°20'00" North and 500,000 feet West of longitude 81°00'00" West, said point being the intersection of the Easterly Right-of-Way boundary line of Junior College Road with the Northerly Right-of-Way boundary line of U.S. Highway #1 (State Road 5) at the Westerly end of Junior College Road and run thence North 70°58'03" East along the Northerly Right-of-Way line of U.S. Highway #1 a distance of 21.39 feet; thence N.70°58'03"E, a distance of 2681.10 feet; thence N.49°16'10"E, a distance of 1115.48 feet to the Point of Beginning; thence N.54°05'54"W, a distance of 21.47 feet; thence N.60°57'10"W, a distance of 44.54 feet; thence N.42°53'15"W, a distance of 13.77 feet; thence N.10°18'28"W, a distance of 16.12 feet; thence N.26°34'19"E, a distance of 32.24 feet; thence N.39°48'31"E, a distance of 16.89 feet; thence N.24°37'48"E, a distance of 19.03 feet; thence N.21°02'36"E, a distance of 10.04 feet; thence N.35°32'45"E, a distance of 37.21 feet; thence N.47°29'53"E, a distance of 11.74 feet; thence N.74°03'33"E, a distance of 15.75 feet; thence N.86°03'22"E, a distance of 20.96 feet; thence N.75°58'04"E, a distance of 20.81 feet; thence N.63°26'31"E, a distance of 20.96 feet; thence N.68°12'16"E, a distance of 15.33 feet; thence N.41°59'45"E, a distance of 9.70 feet; thence N.53°08'18"E, a distance of 10.82 feet; thence N.81°52'20"E, a distance of 10.20 feet; thence S.56°19'04"E, a distance of 5.20 feet; thence S.55°00'58"E, a distance of 8.80 feet; thence S.87°23'54"E, a distance of 15.86 feet; thence S.48°00'00"E, a distance of 103.94 feet; thence S.38°00'00"E, a distance of 480.00 feet; thence N.56°40'00"W, a distance of 461.00 feet; thence S.87°30'12"W, a distance of 128.20 feet to the Point of Beginning.

Parcel contains 74686 square feet or 1.71 acres, more or less.

Recorded in Official Records  
in Monroe County, Florida  
Record Verified  
DANNY L. KOLHAGE  
Clerk Circuit Court

RECORDED'S MEMO:  
LEGIBILITY OF WRITING, TYPING, OR PRINTING WAS  
UNSATISFACTORY ON THIS DOCUMENT WHEN RECEIVED